AGREEMENT

Between

Franzia Winery

**Ripon, CA.**

And

UNITED FOOD AND COMMERCIAL WORKERS

INTERNATIONAL UNION & WINE, DISTILLERY AND ALLIED WORKERS, LOCAL NO. 186D

****

**September 1, 2022 Through March 31, 2026**

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**AGREEMENT PARTIES TO CONTRACT**

This Agreement is entered into the 1st day of September, 2022 by and between the U.F.C.W. WINE, DISTILLERY, AND ALLIED WORKERS, LOCAL NO. 186-D, hereinafter referred to as the Union, and FRANZIA WINERY/RIPON, hereinafter referred to as Employer.

**W I T N E S S E T H**

WHEREAS, pursuant to the intent and purpose of the parties hereto to promote and improve the industrial and economic relations between the Employer, its employees and the Union, and to establish and encourage the practice and procedure of collective bargaining between the parties hereto, it is mutually agreed as follows:

# SECTION I – UNION RECOGNITION

Paragraph 1.1: The Employer does hereby recognize the Union as the sole labor organization representing the Employer's employees and recognizes and agrees to treat and negotiate with the Union as the sole and exclusive bargaining agency for and on behalf of such employees in the plant of the Employer.

Paragraph 1.2: The term “employee”, as used in this Agreement, shall include employees working in positions listed on the wage table. All exempt personnel, salaried non-exempt personnel, office personnel, chemists, laboratory technicians, security personnel, managers, supervisors, winemakers, janitorial personnel, engineers, temporary workers employed with an agency, and anyone subject to other collective bargaining agreements with the Employer are excluded from the term “employee” as used in this Agreement.

Paragraph 1.3: Supervisors and management personnel shall not displace bargaining unit employees and not perform bargaining unit work except in the following instances: bona fide emergencies, training and instructing bargaining unit employees, research or pilot plant operations, assisting in engineering or breakdowns, unexpected circumstances requiring immediate attention to avoid interruption of work. It is not the intent of this section to allow the company to replace bargaining unit employees with supervisors, managers or other company personnel.

# SECTION II – UNION SECURITY

Paragraph 2.1: Union membership shall be a condition of employment. Each employee shall be required to become an Union member following ninety (90) continuous working days of employment.

Paragraph 2.2: All employees subject to the terms and provisions of this Agreement shall be required to pay the initiation fee, periodic dues and reinstatement fees established by the Union as a condition of good standing membership in the Union.

Paragraph 2.3: The Union shall be the sole judge of the good standing of its members within reason and on a basis consistently applied to all members of the Union, regardless of employer. Any employee who fails to become a member of the Union within the time limit set forth hereinabove or who fails to pay the required initiation fees, periodic dues and regularly authorized assessments as prescribed by the Union, shall be immediately discharged upon written notice from the Union to the Employer.

Paragraph 2.4: The Employer agrees to notify the Union in writing within five (5) working days after the hiring of any new employee, giving the employee's name and the classification to be filled by that employee. The Employer also agrees to furnish to the Union the names of all former employees who are rehired no more than seven (7) days after employment.

Upon completion of the probationary period, the Employer agrees to notify the Union in writing on the monthly Dues Report of the employee's name, address, age, sex, telephone number.

Paragraph 2.5: The Employer agrees to allow one (1) hour per week with pay to authorized shop stewards to conduct Union business excluding company requested time. The parties understand and agree that in order for shop stewards to conduct Union business on work time, the steward shall first obtain permission from a salaried supervisor, as shall each employee involved.

When an employee is engaged in Franzia Winery's negotiations the time will be considered toward the ten (10) day qualifier for vacation and the forty (40) straight-time hour qualifier for health and welfare and dental coverage.

Paragraph 2.6:

(a) The Union’s President or a Union Business Representative (each a “Union Representative”) shall, subject to compliance with all requirements of this Paragraph 2.6, have the right to visit the Employer’s Ripon, CA property to represent and service employees and investigate any matter arising out of this Agreement.

(b) If a Union Representative wants to visit the Union’s members at the Employer’s Ripon, CA property, such individual shall email the Employer’s designated Human Resources Business Partner (“HRBP”) or Ripon Plant Manager notice of when the Union representative is requesting to meet, with the specific dates and specific times, as far in advance of such visit as is practicable, but in no event fewer than one (1) full business day in advance of the requested visit. If the requested visit is truly unforeseeable and requires immediate attention, fewer than one (1) full business day advanced notice may be sufficient, provided the Union provides advanced e-mail notice (including all required information) as soon as is reasonably practicable. The email requesting the visit shall also include the name(s) of the Union Representative(s) who will be visiting; whether the Union Representative is requesting to visit (i) the administrative office, (ii) conference room outside of the administrative office, (iii) one or more of the employee break rooms, or (iv) places where the union has bulletin boards to post notices; the approximate duration of the requested visit; the stated purpose of the visit; and if the Union wants to meet with certain employees, the names of those employees if the Union is asking to meet with the employee when the employee is scheduled to work. If the Union wants to meet with the employee when the employee is not scheduled to work, the Union is not required to include the employee’s name in the e-mail requesting access. To the extent the employee(s) request to remain anonymous, the Union may instead provide the employee job classification(s) as listed in the wage table of this Agreement instead of the names of the employee(s).

(c) The Employer will have until the end of the business day that immediately follows one (1) full business day following receipt of the request to notify the Union whether any of the requested breakrooms or other areas will be unavailable on the date and time(s) specified in the Union’s e-mail request (containing all of the above referenced information). The Employer shall reasonably attempt to accommodate such requests, but shall not be required to reschedule, relocate or cancel other meetings scheduled in the requested location during the requested date and time. If the Employer fails to respond within the time frame described in this paragraph, the Union will be granted the access requested, subject to the other provisions of Paragraph 2.6. The HRBP will let the requesting party know whether the request is approved, and if it is not approved, shall suggest an alternate date, time and/or location for such visit, the same day, or, at most the next business day. The Union representative shall not visit the Employer’s Ripon, CA property without having such visit approved in advance in writing by the HRBP as set forth in this Paragraph 2.6, unless the Employer fails to timely respond (as described above) to a request from the Union that meets each of the criteria requested by Paragraph 2.6. The goal of this paragraph is to provide the Union’s Business Representative with access to Employer’s Ripon, CA property solely for the Union Business Representative to fulfill the duties of the Union in compliance with applicable law and the terms of this Agreement, and to accommodate any events/meetings the Employer has scheduled.

(d) Upon arrival at Employer’s Ripon, CA property, the Union Representative shall promptly check in at the Employer’s administrative office before meeting with employees, and sign in using the Employer’s procedure generally applicable to visitors on the date of each such visit. Thereafter, one or more representative(s) of the Employer who may from time to time be designated by the Employer’s HRBP to be an escort, shall escort the Union Representative to the location for the visit, unless waived by the Employer in writing. The escort will not remain in or directly outside of the designated room(s) for the visit during the meeting between the Union Representative(s) and the employee(s) without the Union Representative’s consent. To the extent the Union Representative has requested and received approval to visit multiple locations within Employer’s Ripon, CA property during a single visit, the Employer shall escort said individual(s) to each location within the property. As above, the escort will not remain in or directly outside the designated room(s) for the visit during the meeting between the Union Representative(s) and the employee(s) without the Union Representative’s consent. Following the Union Representative’s visit, the Union Representative shall notify Employer’s site contact the Union Representative is finished and shall wait for an escort before leaving the last room they were escorted to on Employer’s site. The Union Representative shall sign-out using the Employer’s procedure generally applicable to visitors on the date of each such visit, after which the Union Representative(s) shall promptly exit Employer’s Ripon, CA property; provided, however, that the Union Representative(s) are not prohibited from remaining in their car to finish up Union business following their visit for a brief period of time not to exceed a few minutes. Employer’s agreement to not have the escort wait directly outside of the designated room(s) will remain in effect for at least two (2) years from the date this Agreement is signed by the last party to sign the Agreement. After that two (2) year period, the Employer has the right, but not the obligation, to notify Union in writing that the Employer will once again ask the escort to remain outside of the meeting room as was done prior to this Agreement being signed. If Employer provides Union with that written notification, the parties agree that within thirty (30) days of receipt of such notice, Employer will have the right to post an escort outside the meeting room to escort the Union representative to the next appointment or off site if all appointments have concluded.

(e) The Employer will not impede the Union Representative from posting on the bulletin board(s) designated for the Union materials related to the Union on the agreed upon dates and times of an approved visit, even if the Union representative has not designated in advance that he will also post notices on such bulletin board(s).

(f) The Union Representative(s) will not interfere with the work duties of employees or the operations of the Employer.

(g) The Union Representative(s) shall not communicate with employees during their “working time” (working time does not include rest periods, meal periods, before the start of work, after the end of work or periods during which an employee is not performing services or work for the Employer because such employee is not scheduled to be or supposed to be performing services or work for the Employer), except to briefly acknowledge a greeting or briefly greet an employee such as saying “hello” or “I am headed to the breakroom.” The Union Representative(s) shall not verbally communicate with employees who have expressed to the Union directly, or indirectly in writing (e.g., verbal complaint from employee to HR with written notice from HR to Union Representative(s)), that they do not wish to communicate with the Union at the Employer’s property; however, the Union Representative shall still provide to all such employees all written notices made available to and/or given to other employees who are Union members and such Union Representative shall not discriminate against, retaliate against, threaten or fine any employee(s) who have expressed that they do not wish to communicate with the Union outside of working time. The Union Representatives shall comply with all of Employer’s policies and procedures generally applicable to other visitors, not in direct conflict with the above enumerated access provisions.

Paragraph 2.7: Bulletin Board. The Employer shall provide four secure bulletin boards to be located in Shipping, Cellar, and two (2) in Technical Operations areas upon which notices concerning official Union business may be posted. The key to these bulletin boards will be issued to supervisors and shop stewards for access when applicable.

# SECTION III – CHECKOFF – INITIATION, FEES, DUES AND ASSESSMENTS

Paragraph 3.1: The Employer agrees to deduct from the payrolls all initiation fees, periodic dues, reinstatement fees, and assessments as required by the Union upon presentation of individual authorizations as required by law, signed by the employees directing the Employer to make such deductions. The Employer shall make such deductions from the employee's pay once in each month and remit same to the Union not later than the 10th day of the following month.

Paragraph 3.2: The Union will furnish the forms to be used for the authorization. The Employer will furnish the Union with a duplicate copy of all signed authorizations.

Paragraph 3.3: The Union will hold the Employer free and harmless against any and all claims, damages, suits or other forms of liability whatsoever that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of the initiation fees, reinstatement fees, regularly authorized assessments, and monthly dues check-off.

Paragraph 3.4: Sick leave payments will not be the subject of monthly dues deduction. However, the Employer will indicate on the list all layoffs, leaves of absence and terminations.

Paragraph 3.5: Vacation pay is subject to a monthly dues deduction.

**SECTION IV – DISCRIMINATION AND COERCION**

Paragraph 4.1: The Employer and the Union agree that there shall be no unlawful discrimination against any person with regard to recruitment, selection, appointment, training, promotion, retention, discipline or other aspects of employment on the basis of race, age, sex (including pregnancy, childbirth, or related medical conditions) marital status, color, physical or mental disability, medical condition, religion (creed), national origin, gender identity, and sexual orientation, union activity or the lack thereof, or any other basis protected by law; and further agree that employees shall not be unlawfully harassed based on any of the foregoing categories.

Paragraph 4.2: Employee Activity. It is mutually agreed that there shall be no restraint, coercion or interference by the Employer or by the Union against members of the bargaining unit in the exercise of their legal rights in a lawful manner.

# SECTION V – MANAGEMENT RIGHTS

Paragraph 5.1: Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Employer, including, but not limited to, the rights, in accordance with its judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees for just cause; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to train and evaluate the performance of employees, to promote, demote, transfer, lay off and recall employees to work; to set the standards for productivity, the products to be produced, and/or the services to be rendered; to determine the amount and forms of compensation for employees; to maintain the efficiency of operations; to determine the personnel, methods, means and facilities by which operations are to be conducted; to set the starting and quitting times and the number of hours and shifts to be worked; to use independent contractors to perform work or services; to subcontract, contract out, close down, or relocate the Employer's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to control and regulate the use of machinery, facilities, equipment and other property of the Employer; to introduce new or improved research, production, service, distribution and maintenance methods, materials, machinery, and equipment; to determine the number, location, and operation of departments, divisions, and all other units of the Employer; to issue, amend, and revise policies, rules, and regulations; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Company and to direct its employees. The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

# SECTION VI – PROBATIONARY PERIOD

Paragraph 6.1: All newly hired employees shall be deemed to be on probation during the first ninety (90) days worked within one hundred and eighty (180) days of the date of hire. After one-hundred eighty (180) days from the date of hire, if the employee has not worked ninety (90) days and passed the probationary period without being dismissed by the Employer, the days on probation will reset to zero and the employee will be on probation during the first ninety (90) days worked within the one hundred and eighty (180) day period following the date of reset. The employee may be dismissed by the Employer at any time during such probationary period without the necessity of assigning any cause therefor. Days worked by individuals employed by a temporary employment agency who are placed at Employer’s facility will count toward that individual’s probation as described above, if Employer decides to hire that individual as an “employee” as defined in this Agreement.

Paragraph 6.2: No new employees shall be qualified or eligible to receive any benefits of this Agreement, such as health and welfare contributions, leaves of absence, jury duty pay, etc. until they have completed the probationary period except for those benefits required by Federal or State regulations. Employees who have not completed their probationary period are eligible for holiday pay on the same terms and conditions as other employees.

# SECTION VII – HOURS OF WORK

Paragraph 7.1:

1. Forty (40) hours shall constitute a regular work week, Monday through Friday, to be worked in five (5) consecutive days. Eight (8) consecutive hours shall constitute a day's work in any twenty-four (24) hour period except for lunch not to exceed one (1) hour. All time worked in excess of eight (8) hours in a twenty-four (24) hour period shall be considered overtime. The regular overtime rate shall be one and one-half (1-1/2) times the employee's hourly rate of pay. Employees are required to punch out and punch back in for meal breaks. Employees are required to take all meal and rest breaks in accordance with all applicable Federal and State regulations.
2. When overtime is scheduled after eight (8) hours worked, a ten (10) minute break will be scheduled at the end of the eight (8) hours. In addition, United Food and Commercial Workers Local 186D, on behalf of its members at Franzia Winery, Ripon agrees to waive the second thirty minute unpaid lunch period for members who work more than ten (10) hours in a workday. If any member wishes to revoke this agreement on any given day and take their second lunch, they can do so provided they give notice of their desire to their immediate Supervisor/Team Leader.
3. By written agreement voluntarily executed by an Employer and two-thirds (2/3) of the affected employees, an Employer may substitute the provisions of this subparagraph (c) for the provisions of subparagraph (a) above. In such event, forty (40) hours shall constitute a regular work week, which work week shall include not more than four (4) consecutive working days of not more than ten (10) hours each, which shall be Monday to Thursday or Tuesday to Friday or Wednesday to Saturday. The Employer shall not be required to pay overtime rates for the 9th and 10th hours worked during such workdays. If an employee on such four-day schedule is required or permitted to work more than ten (10) hours in any day, the overtime rate prescribed below shall apply for hours worked in excess of the 10th hour of that workday. Employees on such schedule who are required or permitted to work more than four (4) days in a week shall be paid time and one-half (1-1/2) for the first eight (8) hours on such additional days and double (2) time in excess of eight (8) hours on those days. The regular overtime rate shall be one and one-half (1-1/2) times the employee's hourly rate of pay. The Employer will be required to post the regularly scheduled lunch hour at the beginning of each work week.

For employees on a four-day week, ten-hour days as provided in this subparagraph, fringe benefits will be paid as follows:

1. Paid Holidays Under This Agreement. Holidays falling during an employee's four day work week will be paid at ten (10) hours per paid holiday. Holidays falling outside an employee's four-day work week will be paid at eight (8) hours per paid holiday.
2. Paid Vacations Under This Agreement. Vacation shall be paid out in ten (10) hour days per day within his/her four day work week.
3. Paid Sick Leave Under This Agreement. Sick leave will be paid out at ten (10) hours day per day, exclusive of days outside the employee's four-day work week.
4. Jury Duty Under This Agreement. This will be paid at ten (10) hours per day for days the employee is scheduled to work within his/her four-day work week.
5. Funeral Leave Under This Agreement. This will be paid at ten (10) hours per day for three (3) business days which must be within the employee's scheduled four day work week.
6. Swing and Graveyard Shifts Under This Agreement. Any reference to eight (8) hours in Paragraph 29.2 will be changed to ten (10) hours.
7. Reporting Pay Under This Agreement. Any reference to four (4) hours in Paragraph 8.1 will be changed to five (5) hours, and any reference to eight (8) hours in Paragraph 8.1 will be changed to ten (10) hours.

After a lapse of six (6) months, or such shorter period as the written agreement may provide, the Employer may by written notice to the Union revoke the above agreement and return to the hours of work provisions set forth in subparagraph (a) above, such revocation to be effective five (5) work days after the notice is given the Union. Employees may not switch to five (5) eight (8) hour days during a work week, except in the event of a layoff of that employee.

After a lapse of six (6) months, or such shorter period as the written Agreement may provide, and upon petition of a majority of the affected employees, a new vote shall be held and two-thirds (2/3) vote of the affected employees will be required to reverse the Agreement above. If such an agreement is revoked, the Employer shall comply within five (5) work days.

1. The Company may schedule preventative maintenance crews whose work week shall begin on a Friday and shall include four (4) consecutive working days (Friday to Monday) of not more than ten (10) hours each. Such preventative maintenance crews shall consist of no more than four (4) employees (except to the extent that business needs require additional employees). All work on such preventative maintenance crews by employees shall first be on a bid basis; provided, however, that where an insufficient number of employees bid and/or have the required job skills and abilities for the positions, the Employer may hire from outside to fill such maintenance crew positions. The Employer shall not be required to pay overtime rates for all hours worked on Saturday and for the 9th and 10th hours worked on Friday and Monday. The Employer shall pay overtime rates for any hours worked on Sunday. If an employee on such four-day schedule is required or permitted to work more than ten (10) hours on Friday, Saturday or Monday, the overtime rate prescribed below shall apply for hours worked in excess of the 10th hour on that workday. Employees on such schedule who are required or permitted to work more than four (4) days during the work week shall be paid time and one-half (1-1/2) for the first eight (8) hours on such additional days and double (2) time in excess of eight (8) hours on those days. The regular overtime rate shall be one and one-half (1-1/2) times the employee's hourly rate of pay. Fringe benefits for employees on a four-day week, ten-hour day schedule as provided in this subparagraph will be paid as provided in Paragraph 7.1d.

Paragraph 7.2:

1. All work performed in excess of 8 hours per day or in excess of 40 hours per week will be paid at a rate of 1-1/2 times the employee’s hourly rate. Double time will be paid in excess of 12 hours in one day and for all hours worked in excess of eight on the seventh consecutive work day.
2. There shall be no pyramiding, duplication or compounding of any overtime, premiums or penalties required by the provisions of this Agreement. Where two or more rates, premiums or penalties or any combination thereof are applicable to any time worked, that single overtime, penalty or premium which produces the highest rate of pay for the employee shall be the rate paid.

Paragraph 7.3: Preference for Overtime Work.

1. Preference. Preference for overtime work immediately following an eight (8) hour shift shall be given to the employee performing the job prior to the expiration of the shift. If additional employees are needed for overtime work within the same department, preference shall be given to the employees with the greatest plant seniority within that department on that shift, provided the employees have the ability and experience with the Employer to perform such work. Overtime work for all employees shall be on a voluntary basis with right of refusal by seniority. If employer plans to request volunteers to work overtime, it will make a sign-up sheet available to employees in that department to sign up to volunteer for overtime. Employees in higher classifications who are qualified and have the skills and abilities to perform the work required in a lower classification in their assigned department may volunteer to work overtime in that lower classification in their assigned department. Any such employee who works volunteer overtime in that lower classification will be paid the overtime rate for that lower classification. If an insufficient number of employees volunteer, qualified employees may be assigned to said work and shall work overtime so assigned. Employees will be assigned overtime in the following order: (1) by classification, (2) by most junior seniority within classification, and then (3) by shift preference.
2. Weekend Bypass. Other than when an employee’s department is required to work mandatory overtime, in the event that the least senior employee has worked three or more consecutive weekends (Saturday or Sunday), and after exhausting volunteers, the Employer will, at the employee’s request, bypass that employee on the next consecutive weekend and schedule the next least senior employee provided they have the skills and ability to perform the required overtime.
3. Failure to Report for Overtime Shift. Employees who do not report for their overtime shift (whether called from the volunteer list or assigned to work mandatory overtime) will receive an attendance infraction for an unexcused absence and will not be eligible to work any other shift that day.

Paragraph 7.4: Continuous Productivity During Unscheduled Vacancies. To maintain continuous productivity during an unscheduled vacancy, the Employer will fill the gap created by the unscheduled vacancy by adjusting employee work assignments on that shift by “bumping up” in order of seniority. The remaining vacancy will be filled from the on-call list. Any employee who does not report to work when called in from the on-call list will receive an attendance infraction for an unexcused absence and will not be eligible to work any other shift that day.

Paragraph 7.5: Waiver of Labor Code section 554. The parties hereby agree that the employees subject to this Agreement may work seven (7) or more consecutive days without accumulating the equivalent of one (1) day’s rest in seven (7) during a calendar month, and expressly waive the provisions of California Labor Code section 554.

# SECTION VIII – REPORTING AND CALL-IN TIME

Paragraph 8.1: Employees who are not going to work an assigned shift, who will be late for a shift or who intend to leave early from a shift, must call the call-in center at (209) 265-3511. Any employee who misses an entire shift must call the call-in center as soon as is practical upon learning of the intended absence, but no less than at least one (1) hour prior to the start of the affected shift. Any employee who will be late by thirty (30) minutes or less, or who needs to leave early must call the call-in center as soon as is practical upon learning of his/her need to arrive late or leave early. All employees when reporting at the scheduled starting time, when requested by the Employer, shall be guaranteed a minimum of either four (4) hours' work or the equivalent in pay if the employee does not complete four (4) hours of work. It is further agreed and understood that employees who, when requested by the Employer, return to work after the meal break shall be guaranteed additional work or equivalent in pay to a total shift of eight (8) hours. This paragraph is to be applicable only to the Monday through Friday work week and specifically excludes Saturday and Sunday and overtime assignments.

Paragraph 8.2: An employee who has previously completed that day's work and, after having left the premises, is called in for emergency work, shall be paid a minimum of four (4) hours' pay at the prevailing premium rate. An employee called in for such emergency work shall not be required to perform non-emergency work to fill out the four (4) hours.

Paragraph 8.3: When an employee is called to work by the Employer on a Saturday or Sunday, the employee shall be guaranteed a minimum of four (4) hours' work, or a minimum of four (4) hours' pay in lieu thereof, at the prevailing rate for said Saturday or Sunday work.

Paragraph 8.4:

1. The following situations may occur:
   1. Operations cannot commence or continue due to threats to employees or property or when recommended by civil authorities.
   2. Public utilities fail to supply electricity, water or gas or there is a different failure in the utilities or sewer system, or
   3. The interruption of work or failure to commence work is caused by an act of God.
2. If any of the above events occur the Reporting Pay provisions of Paragraphs 8.1 and 8.3 of this Agreement shall not be applicable to employees reporting for work, but not yet at work, if the Employer has less than three (3) hours' notice of the event. If the Employer has three (3) or more hours’ notice of the event, the Employer must use reasonable means to notify the employees that work will not commence, otherwise the provisions of Paragraphs 8.1 and 8.3 will apply to employees reporting for work.
3. If any of the above events occur, the Reporting Pay provisions of Paragraphs 8.1 and 8.3 of this Agreement are modified with respect to employees already at work, so that such employees are only guaranteed a maximum of four (4) hours' work on such day. However, employees who are requested to remain on Company premises above four (4) hours shall be paid for such time. Persons then returned to work shall not be subject to the above exemptions.

# SECTION IX – OUTSIDE CONTRACTING

Paragraph 9.1: Any ordinary maintenance, production and repair work which the employees in the bargaining unit normally perform shall not be contracted out to be performed by outside contractors except upon prior consultation with the Union; provided that the Employer will not subcontract normal maintenance, production and repair work when there are qualified personnel on layoff who have performed the work. It is understood and agreed that the Company has the right to purchase raw materials such as wine, high-proof, etc., to contract for the production of such items and to arrange for contract and franchise bottling outside of California, in accordance with past practices.

The shop steward and the Union Office will be notified the Thursday or as soon as possible before of weekend contractor work except in cases of emergencies, when the shop steward and Union Office will be notified as soon as reasonably possible.

Should a shop steward not be available, the Employer will notify the most senior Maintenance Department employee.

# SECTION X – SEVERANCE PAY

Paragraph 10.1: In the event of:

1. A permanent plant shutdown, or a permanent departmental shutdown, resulting in the permanent termination of an employee,
2. The installation of new machinery or equipment, which permanently displaces an employee, and the employee is permanently thereby terminated, severance pay shall be paid to each such permanently terminated employee in accordance with the following:
   1. A service year shall be a year in which an employee shall have worked 1,200 or more straight-time hours.
   2. An employee who has completed three (3) service years, in each of which said three (3) years the employee has worked 1,200 or more straight-time hours, shall receive three (3) days' pay at his regular rate of pay on the date of termination.
   3. An employee who has completed four (4) service years, in which each of said four (4) years the employee has worked 1,200 or more straight-time hours shall receive six (6) days' pay at the employee's regular rate of pay on the date of termination.
   4. For each additional service year, as defined, the employee shall receive an additional three (3) days' pay at the employee's regular rate of pay on the date of termination to a maximum of fifty-four (54) days' pay for those being terminated with twenty (20) or more service years, as defined, to their credit.

# SECTION XI – HOLIDAYS

Paragraph 11.1: The following holidays shall be observed under this Agreement: New Year's Day, Martin Luther King, Jr. Day, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, last business day before Christmas, Christmas Day and New Year's Eve Day. Sunday holidays shall be observed on the Monday following and Saturday holidays shall be observed on the preceding Friday. These substituted days shall be the respective holidays and all incidents of holiday pay shall apply thereto.

Paragraph 11.2: The above holidays shall be paid for at eight (8) hours of an employee’s average hourly rate earned by an employee on the last day worked by the employee prior to the holiday, including shift differential, if any, but excluding overtime and all other amounts paid, provided that an employee must work the employee's full regularly scheduled shift preceding and following the holiday. For the purposes of holiday pay, employees who do not work such shifts, but receive full paid sick leave, funeral leave, jury duty, vacation, or who do not work but are paid because they are attending to mandatory paid union business with advance written request from the Union, approved by the Employer, will be considered as having worked. Where an employee is required to be absent from work the day before and/or the day after the holiday due to a mandatory court appearance as a subpoenaed witness in a case in which the employee is not a party, the employee shall not be disqualified from holiday pay on that account, provided the time limits and reporting conditions as set forth in Section XVIII, Paragraphs 18.1, 18.2, 18.3, and 18.4 shall apply, and that the employee furnishes proof of said mandatory appearance.

Paragraph 11.3: When a Saturday holiday is required to be observed and paid for on Friday, and work is performed on the Saturday, or when a Sunday paid holiday is required to be observed on Monday, and work is performed on the Sunday, all such work shall be paid for at the rate of time and one-half (1 1/2) the employee's regular hourly rate of pay.

Paragraph 11.4: In case of layoffs of employees with seniority, they must have worked one (1) working day within the four (4) working days immediately before the holiday, or they must have worked one (1) working day within the four (4) working days immediately following the holiday.

Paragraph 11.5: All work performed on the above holidays shall be paid for at time and one-half (1-1/2) the employee's regular hourly rate of pay.

# SECTION XII – VACATIONS

Paragraph 12.1: When Taken. Vacations are to be taken during the service year immediately following the year in which earned, and are not cumulative from year to year without prior approval from the Employer except that an employee may carry-over up to one (1) week of vacation for up to three (3) months after the end of the service year if the carried-over vacation is scheduled on or prior to the end of the service year. A portion of the employee’s unused vacation may be cashed out at the sole discretion of the Employer. (See Paragraph 12.5E.).

Paragraph 12.2: How Earned. No employee shall lose vacation credits for loss of time caused by absence due to paid union business or jury duty for which the Employer has given the employee jury duty pay under Section XVIII of this Agreement.

Paragraph 12.3: Vacation Time Earned. The Employer agrees that vacation with regular pay shall be granted to employees within the bargaining unit. To obtain vacation credit for a month's employment, an employee must have worked not less than one-hundred (100) hours within a calendar month. Should an employee not meet their monthly qualifier, providing they have worked a minimum of 1500 hours during the service year hire date in which their vacation is earned, they will be entitled to the following vacation accruals:

|  |  |  |  |
| --- | --- | --- | --- |
| Years of  Continuous Service | Hours of  Vacation  Earned | Hours per month earned | To be taken |
| Within First Year | 40 | 3.33 | After 6 months of service, an employee can use up to 20 hours of accrued vacation time.  After 1 year of service, an employee can use any remaining accrued vacation time. |
| 2nd Year and thereafter | 80 | 6.67 | After 2 years of service |
| After completing 6 years | 120 | 10.0 | Starting or during the 7th year of service |
| After completing 13 years | 160 | 13.33 | Starting or during the 14th year of service |
| After completing 20 years | 200 | 16.67 | Starting or during the 21st year of service |

Paragraph 12.4: Rate of Pay.

Regular Pay: Vacation pay shall be paid at an employee’s average hourly rate earned by an employee on the last day worked by the employee prior to the vacation, including shift differential, if any, but excluding overtime and all other amounts paid. In the event an employee is on vacation on the anniversary date of this agreement and wage increases are obtained, the employee shall receive the increases for the period of their vacation on or after the effective date of the increase.

Paragraph 12.5: Scheduling.

1. Although the company will use its best efforts to accommodate vacation requests, all vacation requests will be subject to production requirements. Final decision shall rest with the Employer provided employees are given thirty (30) days' advance notice of vacation commencement dates.

There are two types of vacation schedules, planned and unplanned. Planned vacations are those requests that have been turned in by Feb 1 to be scheduled for the following 12 months beginning on March 1. Approval and scheduling of planned vacation will be prioritized as follows:

* 1. First preference will be given to the Monday through Friday five-day blocks. They will be scheduled by seniority, by classification, by service year.
  2. Second preference, mid-week five-day blocks. They will be scheduled by seniority, by classification, by service year.
  3. Third preference less than five-day blocks, including one-day blocks. They will be scheduled by seniority, by classification, by service year.

Unplanned vacation is vacation that is not turned in by Feb. 1st. Unplanned vacation will be scheduled on a first come, first served basis, by seniority, by classification, by service year. Responses to these requests will be either confirmed or denied within (10) working days of receipt of the request. Under no circumstance will unplanned vacation supersede planned vacation.

The Company may allow employees up to five (5) one (1) day vacation requests, for employees with up to three (3) weeks of vacation. For employees with greater than three (3) weeks of vacation, the Company will allow ten (10) days of one (1) day vacation requests. The Company will use its best efforts to schedule these one-day vacation requests but cannot guarantee them.

1. It is the responsibility of the employee to have their vacation time scheduled and taken within the immediate service year. Employees who at the convenience of the Employer forego their vacation and cannot use all their vacation in the immediate service year, will be allowed to carry unused vacation over into the next service year provided that this unused vacation must be scheduled within (30) thirty calendar days. In addition, they shall receive any current rates that might be established and in effect at the time of taking the vacation.
2. Employees shall not be required to split their vacations and shall be permitted to take their vacations in consecutive weeks, provided that the requirements of management are not thereby impeded or interfered with. Management will not arbitrarily deny consecutive vacation weeks. Senior employees shall have preference so far as practicable.
3. Where there is a plant shutdown/vacation period of only two (2) weeks, employees entitled to longer vacations may take the balance of their vacation at their convenience in increments of one week, or less in the event of a layoff, with management's prior agreement, provided further that production requirements shall not be thereby impeded. No employee shall be required to take more than two (2) weeks of his/her vacation during a plant shutdown situation.
4. Eligible employees are required to take a minimum of two (2) weeks of vacation. When more than two (2) weeks of vacation have been earned and taken, an employee may elect to receive a maximum of three (3) weeks’ pay in lieu of any vacation for which he/she is eligible after their accrual date in any one (1) year upon approval of the company.

Paragraph 12.6: Holiday During Vacation. When a paid holiday under the terms of this Agreement occurs during an employee's vacation, the employee shall receive an extra day of vacation scheduled in advance or pay in lieu thereof.

Paragraph 12.7: Termination. Employees whose employment is terminated for any cause and who are paid their prorated share of vacation pay shall start a new vacation service year on the date of reemployment.

Paragraph 12.8: Layoff. Employees who are laid off before qualifying for vacation pay, and who are reemployed within the current service year, shall retain their anniversary date and receive credit for all time worked during such service year.

Paragraph 12.9: Service Year Defined. The twelve (12) months following the date of employment and every twelve (12) months thereafter. An employee's date of employment shall always be considered the anniversary date when computing vacation benefits unless a new anniversary date is acquired as provided above in Paragraph 12.7.

Any laid off employee at their request may be paid for any earned vacation pay. This payment will be considered as a lump sum, without benefits.

# SECTION XIII – JOB POSTING/BIDDING

Paragraph 13.1: Posting and Bidding. With the exception of temporary jobs, the Employer will post vacancies or job openings on Company bulletin boards. Job postings will describe the job responsibilities, shift, probationary period for the position, skill/training requirements, job classification, rate of pay, and the hour and date the bid closes. The bidding period will remain open for three (3) working days. A copy of the job bid will be sent to the Union office. It is agreed written “unsatisfactory work” reprimands shall not be considered after eighteen (18) months for future promotions. It is agreed that employees must have been a Warehouse Worker II with employer (and not have been disqualified) to be eligible to bid upward to become a Warehouse Worker III.

Employees who wish to be considered for job bids posted during their vacation must notify the Company in writing one week prior to their scheduled vacation. Employees on layoff who wish to be considered for posted job bids must submit a request to Human Resources in writing.

Paragraph 13.2: Selection. For the purposes of awarding posted jobs, when two or more employees’ skills and ability are equal, seniority will be the determining factor. The Employer, in its sole discretion, shall be the judge of employees’ skills and ability. The Employer will not exercise this discretion in an arbitrary or unreasonable manner. In the event no employees qualify for the position, the Company may fill the job from any source.

The Employer has the right to select, in its sole discretion, the person(s) to fill positions in the following classifications: Leadership positions (Subforeman, Foreman, etc.), Maintenance positions, and Technical Operators Level IV and above.

Rules for Bidding or Bid Guidelines:

1. Newly hired employees with less than one year of seniority may bid on higher classification jobs that are posted providing they possess the skills and abilities to perform the job.
2. Once a job bid has been awarded, the employee must remain in this position for a period of six (6) months before bidding into another position. This provision will not prevent a new hire from bidding on a higher classification job.
3. The Company shall not be required to post a notice of vacancy or job opening for a particular job more than once every forty-five (45) calendar days. Any bid submitted within a posting period shall remain valid forty-five (45) calendar days.
4. Notwithstanding anything to the contrary set forth elsewhere in this Agreement, an employee may not bid for a vacant position if the employee has received a written reprimand (including reprimands for attendance) within six (6) months prior to the date the bid is posted or if the employee received a disciplinary suspension within twelve (12) months prior to the date the bid is posted.

Paragraph 13.3: Sign Off/Disqualification:

1. Voluntary Sign Off – An employee may elect to sign off a job bid voluntarily once every twelve (12) months from the sign off date and will return to his or her former classification. An employee who signs off will be immediately eligible to bid for any posted position other than the vacated position. Employees who have signed off will not be allowed to bid back into vacated position for a period of six (6) months from the sign off date.
2. Disqualification – An employee who is disqualified from their position will return to his or her former classification. The employee will be allowed to bid on other positions. Employees will not be allowed to bid back into the position disqualified from for a period of twelve (12) months unless the employee provides Employer with evidence reasonably satisfactory to Employer that the employee, after being disqualified from his/her prior position, materially enhanced his/her skills related to the reason(s) for disqualification, in which case, such employee may bid back into the last held position from which he/she was disqualified after a period of six (6) months has passed from the date he/she lost such classification.

Paragraph 13.4: Downward and Lateral Bidding:

1. Lateral Bidding. Employees who have worked within a classification for one (1) year may bid down and laterally for the purposes of achieving another occupation within the winery.
2. Disability or Hardship. In the event of a disability, or bona fide hardship, an employee will be permitted to bid down to a lower classification or laterally into a classification with a similar wage rate. In the event the hardship or physical disability no longer exists, the employee shall have the right to again bid upward to the position which the employee had vacated or to another position to which the employee is qualified.

Paragraph 13.5: Notification of Bid Awards. The Employer shall notify the employee selected for the posted bid position, post the award and will notify the Union within three (3) working days of the decision. The Union shall have seven (7) days from the date of such notification to protest. If no objection is filed by the end of that period, the matter shall be considered closed.

# SECTION XIV – HEALTH AND WELFARE, MAJOR MEDICAL AND DENTAL

Paragraph 14.1: Effective April 1, 2022 (first payable in April 2022), the Employer will pay to the U.F.C.W. National Health and Welfare Fund a monthly premium payment of $1,036.31 (partially funded by the payroll deductions described in the following paragraph), excluding retiree coverage, per eligible employee who has worked or been paid for at least forty (40) straight time hours in the previous month and who is covered by the major medical health plan offered by the U.F.C.W. National Health and Welfare Fund (the “Plan”) to Employer’s employees. This premium payment will cover the costs of the health and welfare, major medical insurance coverage and a life insurance rider of $20,000.00 per such employee, in each case as agreed upon between the Union and Employer prior to the effective date of this agreement. Such payments will not be due on behalf of probationary employees.

Effective for coverage on or after April 1, 2022, for each employee who is covered by the health plans described above, Employer will initially deduct from each such employee’s paychecks, on a pre-tax basis, $295.65 per month as the employee’s share of the health and vision insurance premiums.

Following signing of this Agreement, the Union shall take all necessary and appropriate action to promptly add employees covered by the Plan to the Employee Assistance Program (“EAP”) available through the U.F.C.W. National Health and Welfare Fund. The EAP’s cost of $1.92 per employee, per month, shall initially be paid one hundred percent (100%) by Employer, subject to the following paragraph.

If the total premium (including EAP coverage) for active employees should increase or decrease, the amount of such increase or decrease will be shared fifty percent (50%) by the employee and fifty (50%) by the Employer. If the aggregate monthly premium for medical and vision insurance increases in any single year by more than ten percent (10%) of the then current aggregate monthly premium, the Union and Employer agree that they will work together in good faith to identify alternate medical and vision insurance options, ideally with comparable benefits, but that has an aggregate monthly premium lower than 110% of the then current aggregate monthly premium, and either party may re-open negotiations on this Paragraph 14.1 only to revise the contribution amounts to reflect the newly selected monthly premium, by providing written notice to the other party no later than ten (10) business days after the party requesting to re-open negotiations received notice of such increased premium. Paragraph 14.1 of this agreement may only stay open for this purpose for a maximum of thirty (30) days following the date of such notice and if agreement is not reached during such 30 day period, Paragraph 14.1 of this agreement will automatically be considered closed and the employee and Employer will continue to split the total premium increase or decrease for the then current insurance for active employees, fifty percent (50%) by the employee and fifty (50%) by the Employer.

Should any increases occur, the employee’s share of the increase shall be deducted from the employee’s paycheck and the Employer shall remit the full amount of contribution required by the U.F.C.W. National Health and Welfare Fund.

Paragraph 14.2: The U.F.C.W. National Health and Welfare Fund of the United Food and Commercial Workers International Union shall provide medical coverage (excluding death benefits and accidental death benefits) for retirees who retired at age 60 or thereafter and their spouses as follows:

Effective April 1, 2022, the contribution (premium) required for retiree coverage will be as follows:

|  |  |
| --- | --- |
| a. Pre 6/2004 retirees eligible for Medicare | $990.85 |
| b. Pre 6/2004 retirees under age 65 | $1,745.16 |
| c. Post 6/2004 retirees eligible for Medicare | $1,031.04 |
| d. Post 6/2004 retirees under age 65 | $1,815.99 |

The total payment is transmitted to the National Fund from the Employer. Failure to make the retiree premium payment to the Employer by the fifth (5th) working day of the covered month when said contribution is due shall result in the medical coverage being terminated.

Effective for coverage on or after April 1, 2022, if the total contribution for retirees’ coverage should increase, such increase shall be shared equally between the retiree and the Employer.

Should any increases occur, the retiree share of the increase shall be remitted to the Employer by the fifth (5th) working day of the covered month when said contribution is due. Failure to make the retiree premium payment to the Employer by the fifth (5th) working day of the covered month when said contribution is due shall result in the medical coverage being terminated.

The UFCW National Health and Welfare Plan shall experience rate the benefit under the Plans in Paragraph 14.2 separately from any other benefit under the Plan each April 1. Any unfavorable experience in the Plans in Paragraph 14.2 that result in a contribution increase shall be shared equally between the retiree and the Employer. Any favorable experience under the Plans in Paragraph 14.2 shall be credited back to the Employer through a decrease in the contribution amount paid for retiree health and welfare coverage.

Persons hired on or after April 1, 1989 will not be eligible for retiree medical coverage.

Paragraph 14.3:

1. During the term of this Agreement, the Employer can opt out of the U.F.C.W. National Health and Welfare Fund with the consent of the local union, thereby ceasing all of the Employer's obligations as to the U.F.C.W. National Health and Welfare Fund, including, but not limited to, the obligations to pay contributions as set forth in Paragraphs 14.1 and 14.2; however, the Employer must give the local union at least four (4) months' notice of its intent to opt out of the Fund and must provide to the appropriate local union the schedule of benefits of the new plan proposed by the Employer.
2. **Individual Opt-Out Language**. Employees may opt out of the health care benefits under this Agreement and receive instead a payment of fifty dollars ($50) per month from the Employer under the following circumstances: (1) the employee provides a signed UFCW Election form indicating the employee is electing to waive the medical benefits offered; and (2) no more than twenty percent (20%) of the total number of covered persons (from all participating employers) may withdraw from the UFCW Universal Plan at any one time.

Eligible employees wishing to opt out of the health care benefits may opt out during a window to occur before December 1st of each year during the term of this Agreement, or upon the occurrence of a “qualifying event” as defined under COBRA regulations (e.g., marriage, divorce, birth of a child, etc.)

1. The parties agree that they may, by mutual agreement, reopen only Section XIV of this agreement, for the purpose of discussing the effects of the Affordable Care Act (ACA). Any mutually agreed upon modification shall be made in writing and shall become a part of this agreement.

Paragraph 14.4: The Employer may require written medical verification of illness or injury and the employee's inability to work due to such illness or injury.

Paragraph 14.5: Effective on April 1, 2022 (first payable in April 2022), the Employer will pay to the U.F.C.W. National Health and Welfare Fund a monthly premium payment of $87.89 (partially funded by the payroll deductions described in the following paragraph), excluding retiree coverage, per eligible employee who has worked or been paid for at least forty (40) straight time hours in the previous month and who is covered by the Delta Dental Premier Plan and Vision Service Plan (VSP) offered to Employer’s employees. This premium payment will cover the costs of dental and vision insurance coverage as agreed upon between the Union and Employer prior to the effective date of this agreement. Such payments will not be due on behalf of probationary employees.

Effective for coverage on or after April 1, 2022, for each employee who is covered by the dental and vision insurance plans described above, Employer will initially deduct from each such employee’s paychecks, on a pre-tax basis, $22.14 per month as the employee’s share of the dental and vision insurance premiums.

In the event the Employer's contribution is not sufficient to provide the scheduled benefits, the employees shall make up the difference between the Employer contribution and the rate required by the Delta Dental Premier Plan of California and Vision Service Plan (VSP) by payroll deduction taken by the Employer from the employees' paychecks and the Employer shall remit the full amount of the contribution required by the Delta Dental Premier Plan of California and Vision Service Plan (VSP).

# SECTION XV – WORKERS' COMPENSATION SUPPLEMENT

Paragraph 15.1: In the event any employee is injured while at work and is required to leave work the employee shall be paid his full wages for the day of injury, provided the employee requires medical attention as the result of the injury, and upon the advice of the attending physician is unable to return to work.

When it is necessary, during the first six months after injury, for post-medical treatment due to occupational injury or illness, the Employer will compensate the employee for loss of time not to exceed two (2) hours for treatment based on the following conditions:

1. Where the Company has medical facilities, these be utilized.
2. That the Employer has the right to implement reasonable controls to the use thereof.

It is mutually agreed and understood whenever an employee is being treated for an industrial injury or illness, the employee will give the Employer five (5) working days advance notice of all appointments.

If any appointment is to be rescheduled, the Employer and employee will mutually agree to any changes. The Employer and/or the employee is to be notified a minimum of twenty-four (24) hours in advance of new appointments.

# SECTION XVI – SICK LEAVE

Paragraph 16.1:In the **case** of a non-industrial illness or non-industrial injury, sick leave with pay will be allowed during the term of this agreement to all employees as follows: Sick leave will be accumulated at the rate of forty (40) hours per year of service up to a maximum of eighty (80) hours in reserve at any one time. In the first year of service, an employee will be awarded twenty-four (24) hours of sick leave after his/her ninetieth (90th) day of work and will be awarded an additional sixteen (16) hours of sick leave on the one-year anniversary of his/her hire date. Beginning after the end of an employee’s second year of service, and after the end of each subsequent year of service, an employee will be awarded up to an additional forty (40) hours of sick leave on his/her anniversary date of hire, subject in each case to the maximum described above.

Any unused portion of sick leave an employee has in reserve from the immediately preceding contract will be carried over to the first year of the current contract, but in no event shall the total sick leave in reserve for an employee exceed eighty (80) hours at any one time.

Employees entitled to Disability Benefits (SDI) may, at the employee’s discretion, have their weekly SDI benefits supplemented by the employee’s available sick leave accrual up to an amount equal to 100% of the Employee’s normal straight-time earnings less any statutory deductions.

All sick pay will be paid at an employee’s average hourly rate earned by an employee on the last day worked by the employee prior to the sick leave, including shift differential, if any, but excluding overtime and all other amounts paid. Sick pay is paid less any statutory and voluntary deductions to the extent such employee has unused accrued available sick time.

To request the use of paid sick leave, an employee must follow the procedure set forth in Paragraph 16.2.

Paragraph 16.2:

1. A physician statement is not required for an employee to use their sick time as long as the employee has paid sick leave available and applies it to the entirety of the absence.
2. An employee will be entitled to paid sick leave provided they have complied with item 1 above and the employee has earned sick leave available.
3. The Company will not pay employees for unused sick leave upon termination of employment.
4. If an employee calls out sick for fewer than three (3) consecutive regularly scheduled work days (but has no paid sick leave available to use), then such absences will only be considered as one infraction under the attendance policy. This is limited to not more than twice during a rolling twelve (12) month period.

Paragraphs 16.1 – 16.2 are clarified as follows:

The terms “non-industrial illness” and “non-industrial injury” in Section XVI, Paragraph 16.1, only refers to:

* Diagnosis, care or treatment of an existing health condition for an employee or “covered family member” as defined below.
* Preventative healthcare for an employee or an employee’s covered family member.

A covered family member includes only the employee’s:

* Children;
* Parents;
* Spouse;
* Registered domestic partner;
* Grandparents;
* Grandchildren;
* Siblings.

The terms “absent” and “absence(s)” in Section XVI, Paragraph 16.2 only refers to time away from work due to “non-industrial illness” or “non-industrial injury” for an employee, an employees covered family member, or both.

# SECTION XVII – 401 (k)

# Paragraph 17.1:

# The Employer will establish a 401(k) plan for the employees covered by the Agreement effective as of January 1, 2008 with terms as set forth in the Base Plan and the Adoption Agreement incorporated into the terms of the Base Plan.

Such terms include, without limitation, the following:

1. Employer cents-per-hour contribution to eligible employees based on years of service:

|  |  |
| --- | --- |
| 1-5 years | $0.50 per hour |
| >5 years – 10 years | $0.60 per hour |
| >10 years – 15 years | $0.80 per hour |
| >15 years – 20 years | $0.90 per hour |
| >20 years – 25 years | $1.05 per hour |
| >25 years – 30 years | $1.10 per hour |
| >30 years | $1.15 per hour |

1. Employer paid matching contribution of $0.50 per dollar of employee’s elective deferral of up to three percent (3.0%) of gross wages.

# SECTION XVIII – JURY DUTY

Paragraph 18.1: An employee required to serve on a jury and who misses work shall be paid the difference between the employee's straight-time earnings and the amount paid the employee for jury duty provided, (i) the employee gives the Employer five (5) working days' notice that he/she must report for jury duty or such notice as the employee has if the Court gives the employee shorter notice, and (ii) the employee furnishes proof of such jury duty, and (iii) the hours of jury duty occur during the employee's regularly scheduled shift or as otherwise provided herein.

Paragraph 18.2: If a first-shift employee, sometimes known as a day-shift employee, is released from jury duty four (4) hours or less after the normal starting time of his/her shift, or by 12:00 noon, whichever is earlier, the employee shall be required to report for work within one (1) hour after his/her release from jury duty. If a day shift employee is released from jury duty more than four (4) hours after the normal starting time of his/her shift, or after 12:00 noon, the employee shall not be required to work his/her scheduled shift on that day.

Paragraph 18.3: If a second or afternoon shift employee is released by the court at or before 12:00 noon, the employee shall be required to work the employee's scheduled shift. If a second or afternoon shift employee is released by the court after 12:00 noon, the employee shall not be required to work the employee's scheduled shift on that day. If the employee is released by the court at or before 12:00 noon, the employee must notify the Employer by telephone that the employee has been released and will be reporting to work. Said notification must occur as soon as possible.

Paragraph 18.4: A third or graveyard shift employee shall not be required to work the employee's scheduled shift immediately prior to the employee's first morning of jury duty. If a third or graveyard shift employee is released by the court seven (7) hours or more prior to the start of his/her scheduled shift, the employee shall be required to work his/her scheduled shift that night. If a third or graveyard shift employee is released by the court less than seven (7) hours prior to the start of his/her scheduled shift, the employee shall not be required to work his/her scheduled shift that night. If a graveyard shift employee works his/her full shift, and on the same day is required to serve on jury duty for four (4) hours or more, the employee will be excused from work for the graveyard shift of the following day, if scheduled and will be paid his/her regular straight-time hourly rate of pay for said excused time off.

# SECTION XIX – BEREAVEMENT LEAVE

Paragraph 19.1: In the event of the death of an employee's father, mother, stepparent, grandparent, father-in-law, mother-in-law, sister, brother (including half-sister and half-brother), legal guardian, spouse, child, legally adopted child, step-child or grandchild, or common law spouse with whom the employee has a current seven (7) year domestic relationship and can substantiate the common law relationship. An employee shall be given three (3) business days (excluding Saturday, Sunday and holidays) of paid bereavement leave, to be used within twelve (12) months of the death. In the event the funeral is located outside the state of California, the employee shall receive up to five (5) additional unpaid days of bereavement leave to be used within twelve (12) months of the death. Verification of travel will be required.

In the event of the death of a son-in-law, daughter-in-law, brother-in-law, sister-in-law, or current spouse’s grandparent, said employee shall be paid for time missed from scheduled work, not to exceed one shift on the day of the funeral.

In all cases the pay shall be the regular straight-time earnings the employee was or would have been scheduled for work on such day or days. If the employee is scheduled for work on a Saturday or Sunday, time off as part of the funeral leave shall be granted and paid for at straight time.

Employees on approved leave of absence to care for members of their immediate family, in the event of death of said family member during such leave of absence, shall receive the benefits set forth hereinabove, provided that the employee returns to work.

If bereavement leave is obtained by misrepresentation, it shall subject the employee to immediate discharge.

Attendance at the funeral is not required. Proof of death and relationship is required by the Employer.

# SECTION XX – EDUCATION PREFERENCE

Paragraph 20.1: Employees enrolled in further education coursework from an accredited college or trade school, providing the coursework is for the betterment of the company and the employee maintains a GPA of a 2.0 (C) or better, will be entitled to maintain their shift assignment while attending classes and will not be drafted for overtime during scheduled course time. (i.e. Example: Beauty colleges are not an acceptable program.)

Employee must provide proof of class enrollment, grades, and completion of the program. Employees who misrepresent information to obtain an educational preference scheduling will be subject to appropriate disciplinary action.

Paragraph 20.2: Any employee who enrolls in further education coursework from an accredited college or trade school, providing the coursework is for the betterment of the Employer (as determined in the Employer’s sole discretion), will be entitled to reimbursement from the Company of up to One Thousand Dollars ($1,000.00) per employee, per year for the verifiable costs of tuition, books and parking on campus during class, subject to the following criteria:

* The college or trade school must be accredited;
* The Company must approve, in writing, in advance, the specific courses to be taken by the employee; • The employee must receive a grade of C or higher in each class taken during any given semester;
* The employee must provide the Company with a certified copy of his/her transcript indicating the courses taken and the grades received; and
* The employee must provide the Company with valid receipts and proof of payment evidencing the payment of expenses for which reimbursements are requested (in accordance with the Company’s standard expense policies and procedures as then in effect.)

Any employee who misrepresents information to obtain educational reimbursements will be subject to disciplinary action, including, but not limited to, immediate termination.

# SECTION XXI – LEAVES OF ABSENCE

Paragraph 21.1: At its discretion, the Company may grant a personal leave of absence for any reason to an employee for a period of up to thirty (30) calendar days. An employee can request up to two (2) personal leaves of absences for any reason within one year as long as the total number of days on leave is not more than thirty (30) days.

Upon return from any personal or medical leave of absence, the employee will be assigned to the position that they previously held, according to their seniority.

If any leave or leave extension is found to have been obtained by misrepresentation, the employee shall be subject to discharge. The acceptance of other employment during any leave or extension is also grounds for discharge.

After absence from work, for any reason, for sixty (60) or more calendar days, the Company will require the returning employee to submit to a physical examination and/or a drug/alcohol test. Employees not complying shall be discharged.

The Company will continue medical and dental coverage for an employee who is on an approved personal leave or extension, provided that the employee submits the monthly premium payment for such benefits to the Company.

For Family Medical Leave Act or California Family Rights Leave Act leaves the Company will continue medical and dental coverage for a period of up to six (6) months from an employee’s last day worked provided that (1) the employee has been employed for at least one year, (2) the employee worked a total of 1250 or more hours in the twelve (12) month period immediately preceding the start of the leave, and (3) they submit their share of the monthly premium payment for such benefits to the Company.

# SECTION XXII – MILITARY DUTY AND REEMPLOYMENT RIGHTS

Paragraph 22.1: The Employer shall comply with the prevailing federal and state laws with respect to military duty and reemployment rights. In the event of a national emergency declared by the President of the United States and/or Congress during the term of this Agreement, the Employer will supplement the military pay of employees called to active military duty, provided that: (1) the employee has attained seniority; (2) the employee’s monthly military pay does not exceed his or her monthly pay with Employer (calculated based on the employee’s straight time gross hourly wage multiplied by 173.33); and (3) proof of military earnings is required. The military duty supplement shall be the difference between the employee’s monthly pay with the Employer and the employee’s military pay, up to $500 per month (gross), and shall be paid after thirty (30) days of active military service for a period of up to six (6) months.

**SECTION XXIII – DISCIPLINE**

Paragraph 23.1: The Employer shall not discharge any employee without just cause. Prior to any proposed discharge, where feasible and practicable the Employer shall notify the steward and/or a Union officer to be present when formal charges are made against an employee.

Paragraph 23.2: In order that the union representative may have sufficient time to investigate the charges, the employee shall not be discharged but may be suspended for two (2) business days. Written and telephone notice of such suspension will be furnished to the Local Union. If, after such two (2) days, the matter cannot be satisfactorily settled, the employee may be considered discharged.

Paragraph 23.3: If the Union considers such discharge to be unjust, the matter shall be handled in the manner more fully set forth in Section XXIII provided the grievance is filed in writing with the Employer and the Union within five (5) business days after such discharge becomes effective.

Paragraph 23.4: In the event such discharge is determined to have been unwarranted, the employee shall be reinstated in good standing, without prejudice or loss of seniority rights, and shall receive full pay for the time lost, less the amount of earnings elsewhere during the period of time between the employee's discharge or suspension and the date that the employee is put back on the Employer's payroll. Nothing herein shall interfere with the arbitrator's authority to determine upon the facts that a temporary disciplinary layoff without pay might have been justified, rather than a discharge.

Paragraph 23.5: In the event any employee is discharged, such employee shall receive full pay due the employee, including prorated vacation earned as set forth in Section XII, less any monies due the Union on Check-off.

Paragraph 23.6: Complaints as to minor infractions shall not be used in determining further disciplinary action when reviewing an employee's personnel file upon the completion of a twelve (12) month period with no recorded complaint.

With regard to violations of unexcused absences and chronic absenteeism and tardiness, a written warning will not be used after the lapse of twelve (12) months from date of issuance of such warning in the case of employees who work six (6) months or more in their anniversary year. In the case of employees who work less than six (6) months in their anniversary year, a written warning will not be used after the lapse of 260 days worked or two (2) years, whichever is sooner, from the date of issuance of such warning. Ten (10) days worked in a calendar month would constitute one (1) month in determining the number of months worked during an employee's anniversary year.

Unsatisfactory work reprimands will remain in the employee’s personnel files as part of the employee’s work history.

Paragraph 23.7: Disciplinary action as outlined in Schedule A shall be binding on the parties with respect to the offenses and procedures set forth in Schedule A which is made a part of this Agreement.

Schedule A shall not be construed to be all inclusive and the Employer shall have the right to discipline, for just cause, for other infractions not specifically designated in Schedule A.

It is recognized that there may be degrees of safety violations, but generally, such violations are of a serious nature because of danger to the employee or to other employees, or danger to the property of the Employer. Therefore, violations of CAL-OSHA or published safety rules are not subject to Schedule A, but rather, appropriate discipline will be imposed on a case-by-case basis.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **SCHEDULE A** | | | | |
| TYPICAL VIOLATIONS AND DISCIPLINARY ACTIONS | | | | |
|  | OFFENSE NO. | | | |
| ACTION/OFFENSE | 1 | 2 | 3 | 4 |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Unexcused absence | W | W | | S | | D | |
| Chronic absenteeism and tardiness | W | W | | S | | D | |
| Falsifying any company record | D |  | |  | |  | |
| Willful damage | D |  | |  | |  | |
| Theft | D |  | |  | |  | |
| Falsifying application for employment | D |  | |  | |  | |
| Punching another’s time card | D |  | |  | |  | |
| Defacing, erasing or changing the record on time card | D |  | |  | |  | |
| Consuming alcohol on the premises or failing the alcohol test | D |  | |  | |  | |
| Possession, use, distribution, sale, offer to sell or distribute drugs on the premises or failing the drug test | D |  | |  | |  | |
| Gross negligence | W | D | |  | |  | |
| Smoking (all smoking products) | W | D | |  | |  | |
| Unauthorized strike action | D |  | |  | |  | |
| Violence | D |  | |  | |  | |
| Failure to report any occupational accident, illness or injury in a timely manner | W | S | |  | |  | |
| Insubordination (e.g., unjustified refusal to perform work)1 | D |  | |  | |  | |
| Harassing conduct that is severe and pervasive (e.g. bullying, intimidating, harassment behaviors) | D |  | |  | |  | |
| Disruption in the workplace | W | S | | D | |  | |
| Lock out/Tag out2 | S | D | |  | |  | |
| Failure of an employee seeking or receiving workers’  compensation benefits to cooperate in medical treatment or any other part of the workers’ compensation claim or rehabilitation process such as: failing to keep scheduled appointments or failing to follow a medical treatment plan | W | S | | D | |  | |
| Furnishing fraudulent information in obtaining employment benefits, including workers’ compensation benefits | D |  | |  | |  | |
| Failing to return to light duty if light duty is offered by the Employer and the employee is qualified and the work is within the range of employee’s medical clearance to return to such work. | W | | D | |  | |  |

W=Warning; S=Suspension; D=Discharge

1 Supervisory personnel includes subforemen, foremen, and other supervisory personnel.

2 Lock out/Tag out violations roll off after two years.

# SECTION XXIV – GRIEVANCE AND ARBITRATION PROCEDURE

Paragraph 24.1: Grievance and Arbitration Procedure

1. Grievances are defined as disputes about the interpretation or application of this Agreement and alleged violations of this Agreement. Both the Employer and the Union agree to meet as described below and to make a bona fide effort in good faith to resolve the grievance at such meetings. Each party is responsible for taking its own notes at all meetings between the Union and Employer. The Union agrees that Employer is under no obligation to produce its notes in response to information requests by the Union under the NLRA (or otherwise), waives all rights related thereto and acknowledges that the Union has the right to, and will take its own notes. For purposes of the prior sentence, the term “notes” does not include signed memos or letters Employer receives from Union employees who provide such signed memos or letters in an attempt to help resolve the grievance. E-mail is one acceptable method of delivery for all grievances, answers, notices, and other materials required to be provided under Section XXIV and shall be considered written notice as required herein, but the parties and union must still complete the grievance forms.
2. Grievance Procedure Steps:
3. (Step 1): Grievances shall be presented to the Employer in writing (specifying contract section violated, detailed description of the alleged grievance and relief sought) within seven (7) calendar days from the date of occurrence. If such notice is not given to the Employer within seven (7) calendar days of the occurrence of the facts upon which such complaint is based, then it shall be deemed waived and abandoned and shall not thereafter form the basis of a grievance between the parties hereto. The grievance shall first be taken up by the immediate supervisor of the grievant, who will have five (5) business days to return the grievance with an answer to the shop steward.
4. (Step 2): The shop steward will have five (5) business days after the date of the grievance answer from Step 1 to add additional information to the grievance form and refer the updated grievance to the department head. If that happens, the department head will have the option of (a) scheduling a meeting with the shop steward, (b) scheduling a meeting with the shop steward and any witnesses the department head believes will help resolve the grievance or (c) not scheduling any meetings and instead just responding in writing (and returning the grievance form). The department head will have five (5) business days after receiving the grievance form from the shop steward to schedule a possible Step 2 meeting and another five (5) business days after the Step 2 meeting to return the grievance with an answer to the shop steward. Alternatively, if the department head elects not to hold a Step 2 meeting, then within ten (10) business days of the department head getting the updated grievance form from the shop steward, the department head shall return the grievance with an answer to the shop steward.

1. (Step 3): The shop steward will have five (5) business days after the date of the grievance answer from Step 2 to add additional information to the grievance form and refer the grievance to the Human Resources Business Partner. If that happens, the Human Resources Business Partner will schedule a meeting within ten (10) business days between the Employer Representatives, including the Human Resources Business Partner, and the Union Business Agent and shop steward to attempt to resolve the grievance. The Human Resources Business Partner shall have five (5) business days after the Step 3 meeting to return the grievance with an answer to the Union’s office.
2. (Step 4):
   1. Within thirty (30) calendar days of the date of the Human Resources Business Partner’s answer to the grievance, the Union shall have the right to demand arbitration by serving written notice thereof on the Executive Vice President – Human Resources of the Employer and upon the General President of the International Union. Failure of the Union to request arbitration within six (6) months of the filing of the grievance shall constitute a waiver and abandonment of the grievance and the facts upon which such grievance is based shall not thereafter form the basis of a grievance between the parties hereto.
   2. Within ten (10) calendar days from the Employer’s receipt of the written notice requesting arbitration, the Employer and the Union shall select a mutually satisfactory arbitrator to hear and determine the dispute. If after ten (10) calendar days from the receipt of notice, the parties cannot agree on the selection of an arbitrator, then the arbitrator shall be selected by mutual agreement of the Union and Employer from a panel of not less than seven (7) names supplied by the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA), with each such body to be used on an alternating basis. The first arbitration requested following the date this Agreement is signed by the last party to sign the Agreement will be before AAA.
   3. The arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement, nor shall he/she substitute his/her discretion for that of the Employer or the Union, nor shall he/she exercise any responsibility or function of the Employer or the Union. The arbitrator shall have authority to interpret wage rates and the application thereof, but he/she shall have no authority to create new wage rates.
   4. The decision of the arbitrator shall be final and binding on all the parties involved and, in such controversy, or grievance and shall conclusively determine the dispute.
   5. Each party shall bear the cost of presenting its own case. The fees and expenses of the arbitrator shall be equally divided between the Union and the Employer. If the arbitration is canceled, the cancellation fee shall be borne by the party canceling the arbitration.
   6. If, at any step outlined above, the Union does not abide by the specified time frame(s) or attend the scheduled meetings, the grievance(s) are deemed waived and abandoned and shall not thereafter form the basis of a grievance between the parties hereto. If, at any step outlined above, the Employer does not abide by the specified time frame, the Union shall have the right to advance the grievance(s) to the next step within the timeframe specified above. Step 2 and Step 3 meetings may be held on one or more grievances simultaneously so long as the meetings are properly scheduled in accordance with this Agreement.
   7. Time Limit Extensions: Any time limit may be extended for a fixed period of time if mutually agreeable to the Union and Company. Any agreed upon time extension shall be noted and signed by the Company and Union representatives on the grievance form. Additionally, solely in the case of a grievance objecting to an employee’s termination, the Union and Employer may mutually agree to skip Grievance Procedure Step 1 and/or Grievance Procedure Step 2. Any such mutual agreement to skip Step 1 and/or Step 2 shall be in writing and signed by the Company and the Union representatives on the grievance form.

Paragraph 24.2: International Union Involvement. In the event the International Union regards a grievance to be of sufficient importance, such grievance may be instituted and processed by the International Union, as long as it follows the requirements in Paragraph 75. Time limits may be extended by mutual agreement between the International Union and the Employer.

# SECTION XXV – NO STRIKE/NO LOCKOUT

Paragraph 25.1: There shall be no strike, sympathy strike, walkout, picketing, slowdown or any other interruption of work by the Union or by any employee (or group of employees) during the term of this Agreement. In consideration for this commitment by the Union, the Employer shall not lock out employees. It is understood and agreed that, in the event of a dispute between the Employer and the Union concerning the interpretation of any provisions of this Agreement, before the Union resorts to any strike or the Employer resorts to any lockout, such dispute shall be submitted to arbitration in the manner hereinabove set forth. However, the refusal of either party to this Agreement to submit to arbitration or refusal of either party to abide by the decision of any arbitrator, shall be deemed an unfair labor practice and the other party shall be free to take whatever action or actions it deems necessary to safeguard and protect its best interests.

# SECTION XXVI – ALCOHOL AND DRUG TESTING

Paragraph 26.1:

DRUG AND ALCOHOL TESTING PROGRAM

1. POLICY

The Company is concerned about the use of alcohol and controlled substances in or affecting the work environment. Use, and particularly abuse, of alcohol and/or controlled substances on the job adversely affects an employee's efficiency, safety and health and therefore impairs his/her value as an employee. In addition, it constitutes a potential danger to the welfare of other employees, and exposes the Company to risks of property loss/damage, or injury to other persons.

Therefore, it is the policy of the Company that no employee will be allowed to work who misuses prescription drugs or who possesses, distributes, sells, offers to sell or distribute, uses or who has a forensically acceptable positive quantum of proof (as set forth herein) of any drug, controlled substance or alcohol in his or her body. Any employee who violates this policy is subject to immediate discharge.

This policy is applicable to all employees of the Company. The requirements of this procedure will also be applied to all employees reporting a potential or actual industrial injury, any employee who contributed to or directly caused an occupational accident, or any employee suspected of being under the influence of controlled substances or alcohol while working.

1. DEFINITIONS
2. For purposes of this policy, an employee shall be considered "on the premises" whenever he/she is:
   * 1. On company property, including parking lots,
     2. At a job site,
     3. Driving or riding as a passenger in a Company vehicle or a private conveyance for which the Company has authorized reimbursement.
3. "Drug" or "controlled substance" – any substance or medication that will modify one or more of the normal body functions when administered to an individual (i.e., coordination, reflexes, vision, mental capacity or judgment, etc.).
4. "Alcohol" – an intoxicant from fermented or distilled liquors.
5. PROCEDURE

In order to eliminate the safety risks which result from being under the influence of alcohol or drugs, the parties have agreed to the following procedures:

In cases in which the Employer has 'probable suspicion' to believe an employee is under the influence of controlled substances and/or alcohol, the Employer may require the employee (in the presence of a Union Shop Steward, if possible) to go to an on-site or off-site medical clinic, medical office or dispensary to provide a urine specimen for laboratory testing. Probable suspicion means suspicion based on specific personal observations that the Employer representative can describe concerning the appearance, behavior, speech, or breath odor of the employee or the observation of drug related paraphernalia. An employee's involvement in an industrial accident or injury constitutes probable suspicion, regardless of whether reported at the time of the injury or thereafter. Except for suspicion based on an industrial accident, suspicion is not probable and thus not a basis for testing if it is based solely on third-party observation and reports except where the third-party report is reliable and the employer representative is not immediately available. If requested, the employee will sign a consent form authorizing the clinic, office or dispensary to collect a urine/blood specimen/breath alcohol test (BAT) and release the results of the laboratory testing to his/her Employer.

When an employee is asked to submit to a drug test and/or alcohol test, he/she shall be informed of the reasons he/she is being asked to submit to the test. The employee shall be informed that refusal to submit to the testing will constitute a non-rebuttable presumption of intoxication and subject the employee to discipline up to and including discharge. It is understood that said presumption will be raised if the employee refuses testing and if the Company had reasonable grounds for testing in the first place. If the employee submits a urine specimen with a temperature of below 90 degrees Fahrenheit, it will result in discharge. If the employee submits a urine specimen with a temperature greater than 100 or more degrees Fahrenheit, a blood specimen from that employee will be collected for testing purposes.

If the employee consents to testing, he/she shall sign a form of consent authorizing the withdrawal of a specimen of urine and/or blood, and/or breath alcohol testing (BAT) and a release of the results of the laboratory testing to the Employer, but this shall not constitute a waiver of any claim or cause of action under the law.

In some cases, the employee may be unable to provide a urine sample. After a reasonable waiting period (not to exceed one hour), the Employer and/or the clinic and/or laboratory and/or physician may proceed with drawing and testing a blood sample.

1. CHAIN OF POSSESSION PROCEDURES

At the time a specimen is collected, the employee shall be given a copy of the specimen collection procedures. The specimen must be immediately sealed, labeled, and initialed by the employee to ensure that the specimen tested by the laboratory is that of the employee. The required procedure is as follows:

* 1. Urine specimen shall be collected in a tamper-resistant urine container. Alternatively, the urine specimen may be collected at the employee's option, in a wide-mouthed clinic specimen container which shall remain in full view of the employee until transferred to, sealed and initialed in a tamper resistant urine container.
  2. Immediately after the specimen is collected, the urine container shall, in the presence of the employee, be labeled and then initialed by the employee. If the sample is collected at a clinic that does not perform the actual testing of the sample, the specimen shall be placed in a transportation container. The container shall be sealed in the employee's presence and the employee will be asked to initial or sign the container. The container shall be sent to the testing laboratory on the earliest business day by the fastest available method. The same procedure shall apply to blood testing.

The parties recognize that the key to chain of possession integrity is the immediate labeling and initialing of the specimen in the presence of the tested employee. If each container is received at the laboratory in an undamaged condition with properly sealed, labeled, and initialed specimens, as certified by that laboratory, the Employer may take disciplinary action based upon properly obtained laboratory results.

1. DISCIPLINARY ACTION

The Employer may take disciplinary action based on the test results as follows:

* 1. If the test results show a forensically acceptable positive quantum of proof of cocaine, heroin, PCP, LSD, barbiturates, amphetamines, or any other controlled substance or the presence of a forensically acceptable amount of metabolites of the above-mentioned substances, said results shall constitute just cause for immediate discharge.
  2. If the initial test results meet or exceeds 50 nanograms cannabinoids and/or total cross-reactive cannabinoids or the equivalent depending on the methodology used by the laboratory and of the metabolites measured, and is confirmed with a second test using a different methodology, said results shall constitute just cause for immediate discharge. The company does not accept medical use of marijuana as a defense to a positive result. Just cause for immediate discharge shall still apply.
  3. If the probable suspicion test results of blood specimens by gas chromatography/mass spectrometry show marijuana concentrations as set forth in Section VI, the employee shall be subject to discharge.
  4. If the test results show a concentration in the person's urine equal to or above the equivalent of .05 percent by weight of alcohol in blood, said results shall constitute just cause for immediate discharge, subject to the provisions of the Rehabilitation Section herein.
  5. If the employee is convicted of driving under the influence of alcohol while operating a Company vehicle, said conviction shall constitute just cause for disciplinary action, up to and including immediate discharge.

1. LABORATORY REQUIREMENTS
   1. Urine Testing

The laboratory will be instructed to test each sample using an appropriate initial screening test methodology (e.g., immunoassay). If the initial test is positive, then a confirmatory test using a different methodology (e.g., gas chromatography/mass spectrometry) will be performed on the same sample. The threshold level for cannabinoids in the initial screening test if fifty (50) or more nanograms of cannabinoids and/or total cross-reactive cannabinoids per milliliter of urine or the equivalent depending on the methodology of the test and the metabolites.

* 1. Blood Testing

Where blood specimens alone are obtained, the blood/serum must be analyzed using appropriate methodology such as gas chromatography/mass spectrometry.

If a blood specimen is tested for cannabinoids, it will be reported as positive under any of the following results obtained after testing blood specimens by gas chromatograph/mass spectrometry:

* 1. the blood/serum contains at least 2 and up to 5 nanograms THC/ml and at least 10 nanograms THC metabolites/ml;
  2. the blood/serum contains at least 5 or more nanograms THC/ml, regardless of the THC metabolite concentration; or
  3. the blood/serum contains 20 or more nanograms THC metabolites/ml, regardless of THC concentration.

If none of the above blood marijuana findings results are obtained, a "negative" finding shall be reported.

* 1. Specimen Retention

All specimens deemed positive by the laboratory according to the prescribed guidelines must be retained at the laboratory for a period of six (6) months.

* 1. Approved Testing Laboratories

The laboratories used must be able to perform all the required testing procedures for probable suspicion under one roof to maintain chain of possession integrity. The parties agree to mutually establish a list of approved laboratories. The parties also agree to retain the right to audit and inspect the individual laboratories to determine conformity with the laboratory requirements as established herein.

* 1. Prescription and Non-Prescription Medications

The employee shall note, on a form furnished by the Employer and/or clinic and/or laboratory and/or physician, the use of any prescription or nonprescription medications before any test is given. The Employer may require the employee to provide evidence that a prescription medication has been lawfully prescribed by a physician. Through the use of the above described laboratory procedures, the laboratory will report significant presence of all prescription and nonprescription medications. If an employee is taking a prescription and nonprescription medication in the appropriate described manner and has noted such use, as provided above, he/she will not be disciplined for such. Medications prescribed for another individual, not the employee, or prescribed for the employee but not used in the manner as prescribed, shall be considered to be illegally used and subject the employee to discipline.

1. CONFIDENTIALITY

There will be up to two persons in the personnel department of each plant who will be designated to receive testing results. They will notify medical and other Company managers strictly on a need-to know basis.

No laboratory reports or test results shall appear in an employee's personnel folder. Information of this nature will be included in the medical file. The inside cover of the personnel folder will contain a marker to show that this information is contained elsewhere.

1. REHABILITATION
   1. An employee who is eligible for protected leave under the Family Medical Leave Act (FMLA), California Family Rights Act (CFRA) or other legally protected leave statute for an in-patient or out-patient drug or alcohol abuse rehabilitation treatment program shall be permitted the opportunity to utilize protected leave time to enter a drug or alcohol abuse treatment program, as long as the employee requests a leave of absence at a time when s/he is not under investigation for being under the influence of alcohol or drugs at work. In the event that an employee is on the job and found to be under the influence of drugs or alcohol, the Employer’s then current policies will apply, and the prior sentence will not apply.

* 1. To be eligible for return to work, employees are required to present a physician’s notice verifying that the employee is released to return to work.

* 1. In the event that an employee is found to be under the influence of alcohol or illegal drugs while on the job, the employee shall be subject to immediate termination.

# SECTION XXVII – TERMINATION OF CONTRACT

Paragraph 27.1: This Agreement shall become effective as of September 1, 2022, and shall remain in full force and effect until midnight, March 31, 2026, and from year to year thereafter, unless either party gives at least sixty (60) days' notice in writing to the other party prior to any annual expiration date of its desire to amend, terminate, or otherwise modify this Agreement.

Paragraph 27.2: This Agreement shall insure to the benefit of and shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

# SECTION XXVIII – GENDER

Paragraph 28.1: Whenever the masculine gender is used in this Agreement, it shall include the female and wherever the female gender is used in this Agreement, it shall include the male.

# SECTION XXIX – LETTER OF UNDERSTANDING (ROLL-IN)

Paragraph 29.1:Solely during the term of the Agreement, subject to all other provisions of the Agreement, which will prevail over this Section in case of any dispute, and in no event extending beyond the term of the Agreement signed in 2019, the Union and Employer agree to the following:

1. If any employee bids for a new classification and is not awarded the bid because he/she failed a test or lacks required skills or abilities, Employer will review with that employee why he/she failed the test or lacks the required skills or abilities, including providing the employee with notice of the particular sections or areas that they missed or were deficient in for that bid. Subject to compliance with any applicable provision of the Agreement, any employee described in the prior sentence may reapply for that job classification (if it is still open) after three (3) months have passed since he/she last applied for that job classification.

1. If any employee transitioning in a “progressive skills” classification, such as Technical Operators and Maintenance, and is not awarded the next level because he/she failed a test or lacks required skills or abilities, Employer will review with that employee why he/she failed the test or lacks the required skills or abilities, including providing the employee with notice of the particular sections or areas that they missed or were deficient in for that bid.

1. If the Employer has an open Technical Operator position at any level and no current employees of Employer are selected to fill that position, the Employer agrees to e-mail the office to let them know of that development and to wait three (3) business days before hiring an outside applicant to fill that position.

1. Employees currently working in Technical Operations:

* 1. Technical Operator I is a bid position.

* 1. Subject to compliance with any applicable provision of the Agreement, Technical Operator II, Technical Operator III, Technical Operator IV and Maintenance Level II though Level VI are progressive classifications where employees will have the opportunity to attain those classifications by taking initiative to learn and consistently demonstrate required skills and develop and consistently demonstrate the required abilities as described in the applicable Matrix and job description for each classification.

1. Similar to the current process in the Technical Operations department, in order for a Union employee in a progressive position to move to a higher classification, a different Union employee in the same department holding a higher classification must sign off that the Union employee wanting to progress has the necessary skills and abilities for the desired classification. Once that is done, management will confirm that sign off and determine whether all other requirements of the job are met.

1. Employees must remain in each classification for a minimum period of six (6) months before progressing to the next highest classification.

1. Maintenance Level I is a bid position. All other Maintenance positions will be progressive classifications, with progression from one classification to the next highest classification occurring in the same manner as described in D. 2. above.

1. The Employer will provide various training opportunities and periodically evaluate Technical Operator training and qualification processes to assist employees in their progression. Employer will use reasonable efforts to complete finalizing qualification for the Technical Operator I, II and III positions within forty-five (45) calendar days of a candidate completing (a) all training for that position and (b) all matrix requirements for that position.

# SECTION XXX – WAGE SCHEDULE

Paragraph 30.1: All employees covered by this Agreement shall be compensated for their services as per Wage Schedule hereto attached, retroactive to April 1, 2022. During the term of this Agreement, daily rate protection will continue. Daily rate protection is only for an eight (8) hour scheduled shift, and does not include any overtime premium pay.

Paragraph 30.2: All work on the Swing Shift by an employee assigned thereto shall be paid for at the rate of forty (40) cents per hour above the regular rate and all work performed on the Graveyard Shift by an employee assigned thereto shall be paid for at the rate of fifty (50) cents per hour above the regular rate. The term Swing Shift shall mean any eight (8) hour shift terminating between the hours of 6:01 P.M. and 3:01 A.M. The term Graveyard Shift shall mean any eight (8) hour shift terminating between 3:01 A.M. and 12:01 P.M.

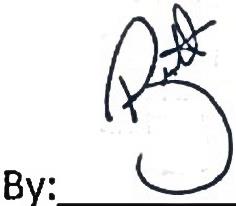
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| --- | --- | --- | --- | --- | --- | --- | --- |
| **WAGE SCHEDULE** | | | | | | | |
| **Technical Operations** | **Maintenance** | **Cellar** | **Shipping** | **April 1 2022** | **April 1 2023** | **April 1 2024** | **April 1 2025** |
|  | Level VI |  |  | $42.45 | $43.95 | $45.50 | $47.10 |
|  | Level V |  |  | $41.95 | $43.40 | $44.90 | $46.45 |
|  | Level IV |  |  | $39.95 | $41.35 | $42.80 | $44.30 |
|  | Level III |  |  | $37.70 | $39.00 | $40.35 | $41.75 |
|  | Level II |  |  | $35.70 | $36.95 | $38.25 | $39.60 |
| Technical Operator IV |  |  |  | $35.70 | $36.95 | $38.25 | $39.60 |
|  |  | Working Foreman | Working Foreman | $35.70 | $36.95 | $38.25 | $39.60 |
|  | Level I |  |  | $34.10 | $35.30 | $36.55 | $37.85 |
| Technical Operator III |  |  |  | $34.10 | $35.30 | $36.55 | $37.85 |
|  |  | Process Operator A |  | $34.10 | $35.30 | $36.55 | $37.85 |
|  |  | Process Operator B |  | $32.05 | $33.15 | $34.30 | $35.50 |
|  |  |  | Subforeman | $31.65 | $32.75 | $33.90 | $35.10 |
|  |  |  | Warehouse Worker III | $30.60 | $31.65 | $32.75 | $33.90 |
| Technical Operator II |  |  |  | $30.60 | $31.65 | $32.75 | $33.90 |
|  |  | Racker & Blender Hired Before 5-8-2000 |  | $29.75 | $30.80 | $31.90 | $33.00 |
|  |  | Racker & Blender |  | $26.00 | $26.90 | $27.85 | $28.80 |
| Technical Operator I |  |  |  | $22.95 | $23.75 | $24.60 | $25.45 |
|  |  | Racker & Blender Trainee |  | $22.50 | $23.30 | $24.10 | $24.95 |
|  |  |  | Warehouse Worker II | $22.50 | $23.30 | $24.10 | $24.95 |
|  |  |  | Warehouse Worker I | $21.45 | $22.20 | $23.00 | $23.80 |
| Utility Tech |  | GWW | Warehouse Utility Tech | $19.50 | $20.20 | $20.90 | $21.65 |

RACKER/BLENDER: Racker/Blender classifications may drive forklifts (when certified) to move Cellar materials relating to Racker/Blender job functions.

The hourly wage rates contained herein are intended as minimums and the Employer may pay above those amounts. If the Employer pays above the amounts in the wage table, the Employer may reduce those wages of any employee or group of employees to, but not below, the amounts in the table above without incurring a violation of this Agreement.

This contract signed and executed this \_3RD day of November, 2022.

FRANZIA WINERY, RIPON

 Brott Ritzel

Chief Operating Officer

U.F.C.W WINE, DISTILLERY, AND ALLIED WORKERS

LOCAL NO. 186D



Dee Chacon

President

**SECTION XXXI – SENIORITY SUPPLEMENT**

Paragraph 31.1 Acquisition of Seniority. Seniority is acquired upon successful completion of a probationary period as referenced in Section VI. Once seniority has been acquired, employees will be eligible to receive employee benefits mutually agreed upon by the union and the company.

Paragraph 31.2 Transfer Within Plant. It is understood that the transfer of an employee within the plant shall not affect such employee's basic seniority rights as an employee of the Employer.

Paragraph 31.3 Departmental Operations. In those plants which have established, or hereafter establish, a departmental operation, seniority for the purposes of layoff and recall shall be established on a plant seniority basis within those departments which then exist at each Employer's facility. There shall be no requirement that there exist a working foreman in each department at those plants where such is presently required. This shall not displace any incumbent working foreman.

Paragraph 31.4 Permanent Shifts. In those plants which have established permanent shifts (or hereafter establish permanent shifts) it is agreed that seniority shall prevail in the assignment of employees to shifts in accordance with the provisions governing Shift Preference set forth in Paragraph 9 of the Seniority Supplement.

Paragraph 31.5 Breaking of Seniority. Seniority or the acquisition thereof shall be broken for the following reasons:

1. If the employee quits.
2. If the employee is discharged.
3. If the employee retires.
4. If the employee is absent for two (2) working days without properly notifying the Employer; unless a satisfactory reason therefore is given.
5. If the employee fails to return to work within two (2) working days after being notified to work and does not give a satisfactory reason therefore.
6. If an employee has not worked during a twelve (12) month period.
7. Failure to advise Employer of current telephone number and address after reasonable attempts by the Employer have been made to contact the employee.

Paragraph 31.6 Seniority Lists. The Employer will post a seniority roster showing the seniority standing of each employee the last day of each quarter. A copy will be e-mailed to the local union office. Any objections to the seniority roster shall be registered in writing within fifteen (15) calendar days of posting to the Human Resource Office. The seniority roster will be deemed correct and all will be officially adhered to for all seniority applications. If objections are registered, a corrected list is to be posted.

Paragraph 31.7 Reduction In Work Force. In a reduction of work force due to production considerations, seniority employees whose plant seniority and experience with the Employer is insufficient to entitle them to remain in any classification within their department will be offered the options below, provided they have sufficient plant seniority and in each case conditioned upon their experience with the Employer and ability to perform the work of the classifications and job available. Seniority employees who are laid off from their department may exercise their plant-wide seniority to:

A. Transfer to a classification in another department at an equal or lower rate held by another employee with less plant seniority in which the senior employee has the ability or experience to perform. The employee is required to move down through the highest classifications held by employee. The employee will be required to perform the job duties of the classifications within a reasonable amount of time. The Employer will give an employee a reasonable amount of time to demonstrate their skills. B. To be placed on layoff.

Paragraph 31.8 Temporary Layoffs. When reducing the workforce on a temporary basis (not to exceed five (5) working days in a row) or due to conditions beyond the control of the company which are temporary in nature, including those specified in Paragraph 8.4 of this Agreement, employees within the department affected will be laid off and returned to work by their plant seniority in their classification, department, and shift.

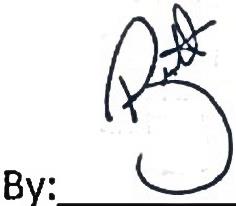
The Employer will provide written notice of the date(s) of any such temporary layoff to the Local Union.

Paragraph 31.9 Shift Preference. The Employer agrees to give employees within a department and classification their preference on shifts as set forth below. Shift Preference Applications shall be filed in writing on forms provided by the Employer and will remain active until changed by the employee submitting a new Shift Preference Application form to the Human Resources Department. Qualified employees with an active Shift Preference Application form will be transferred in one week blocks in order of their plant seniority to the shift of their choice to fill vacancies within their department and classification subject to the conditions specified herein:

1. No employee shall have a new Shift Preference Application acted upon more than once every three (3) months to declare his/her preferred shift (first, second, and third preference); graveyard shift, day shift and swing shift.
2. Employees unable to remain in their classification due to a reduction in work force shall be bumped down in classification while remaining on their shift.
3. Seniority shall prevail in the assignment of employees for shift preference by departments.
4. An employee may hold seniority and be qualified in one or more jobs in the same or different departments.
5. Once the employee has declared his/her first preferred shift, the employee will be scheduled into the department by seniority and by classification.
6. The employee must work his/her highest classification, including overtime hours on the shift they are currently working.
7. If the employees does not have sufficient plant seniority to remain on the first preferred shift, the employee shall be moved to their second preferred shift, and to the highest classification they hold and is now being occupied by a more junior employee.
8. If the employee does not have sufficient plant seniority to remain on the second preferred shift, the employee shall be moved to their third preferred shift, and to the highest classification they hold and is now being occupied by a more junior employee.
9. If there is no work available for the employee in their home department, the employee will be scheduled in the next department at their highest classification by shift preference as described above.
10. Adjustments in the schedule would be made at the beginning of the week and continue throughout the balance of the week, unless an employee’s schedule is adjusted solely for classroom training on another shift. Employees who have their shifts changed by the Employer so the employee can attend classroom training as described in the prior sentence are not subject to drafting for overtime on the days they attend classroom training. For example, an employee who regularly works a graveyard shift, but who attends classroom training on day shift for one or more days will not be drafted for overtime on the days he/she attends classroom training and that employee can return to working the graveyard shift when the classroom training is finished. Adjustments would not be made for unscheduled absenteeism. For example, if a Technical Operator was scheduled and calls in sick, the Employer would not be obligated to transfer an employee to the vacancy from another shift if a qualified employee is already working on that shift. The temporary vacancy would be filled by the most senior employee on that shift who is qualified to perform the vacant job.
11. If the unscheduled vacancy cannot be filled by a qualified employee already working on that shift, the Employer will call in the most senior qualified employee from the "on-call list". Employees on the “on call list”, will be exempt from scheduling in weekly blocks.
12. Should there be no qualified employee on the first preferred shift or on call, the Employer will move to the second preferred shift. Should there be no qualified employee on the second preferred shift or on call, the Employer will move to the third preferred shift.
13. Lack of availability while being "on-call" will result in the employee being ineligible for call-in for any other shifts in that workday and will be considered as an instance of absenteeism and will result in an attendance infraction.
14. The Employer agrees that plant seniority shall prevail in the assignment of Employees shifts. However, it is recognized that it is impossible to operate the company's facilities with all of the senior employees on one shift. The parties agree, therefore, that shift preference alone cannot be the sole determining factor in the assignment of employees to shifts.
15. Occasionally it will be necessary for the Employer to assign newly hired or transferred employees to preferred shifts for familiarization and orientation purposes, when such requirements exist. In such instances, the Company retains the right to determine the time required (not to exceed thirty (30) days unless extended by mutual agreement) due to the variations in job requirements and in the entry qualification levels of incumbent employees. Permanent shift assignments will be made immediately after the familiarization and orientation is completed. Employees who have been temporarily assigned from their preferred shift to another shift shall be given the opportunity to return to their preferred shift as early as practicable, but in any event no later than the beginning of the succeeding work week and, in any event, before a new employee or less senior transferred employee is permanently assigned to that shift.

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FRANZIA WINERY, RIPON

 Brott Ritzel

Chief Operating Officer

U.F.C.W WINE, DISTILLERY, AND ALLIED WORKERS

LOCAL NO. 186D



Dee Chacon

President

**SIDE LETTER – UNIFORMS**

The Company agrees to provide a voluntary uniform program for those employees who wish to participate in this plan as outlined by the company for one year. The Company has the sole discretion to add to, modify or to terminate the program at any time.

The Company will select an independent contractor for the uniform program, and will act solely as a transfer agent. The business transaction is conducted between the individual and the vendor; not between the Company and the vendor.

The Company is not responsible for any clothing should the participant terminate his/her employment.

All participants must sign a payroll deduction/authorization form for the costs for participation in the program, as well as an authorization to deduct from the payroll a reasonable deposit as security for the return of any item, and to deduct from the employee's last check the cost of any unreturned uniform(s).

All participants must agree in writing. If there is to be any change in the employee's order that can be implemented within the program, it can only be done as scheduled every 90 days.

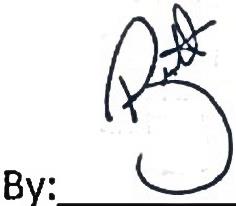
The Company will collect the monies from the payroll deductions and will issue a monthly check to the vendor.

Any problems such as service, lost uniforms, damaged uniforms and any special costs must be settled between the individual and the vendor. The Company has absolutely no liability with regard to the uniforms.

Any participant in the uniform program must remain in the program for one (1) year.

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FRANZIA WINERY, RIPON

 Brott Ritzel

Chief Operating Officer

U.F.C.W WINE, DISTILLERY, AND ALLIED WORKERS

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Dee Chacon

President